

P19000055030

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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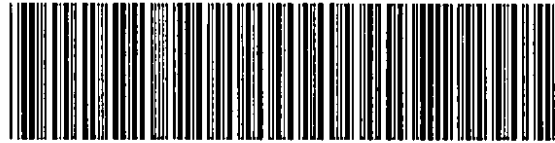
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2021 AUG 30 PM 2:45  
CLERK OF STATE  
TALLAHASSEE, FL

NOTED  
SEP 1 2021

## COVER LETTER

Department of State  
Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: Remote Care Partners, Inc.

CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

☐ \$35.00      ☐ \$43.75  
Filing Fee      Filing Fee  
                         & Certificate of Status

<input type="checkbox"/> \$43.75 Filing Fee & Certified Copy	<input checked="" type="checkbox"/> \$52.50 Filing Fee, Certified Copy & Certificate of Status
<b>ADDITIONAL COPY REQUIRED</b>	

FROM: Donald C. Davis

Name (Printed or typed)

205 South Hoover Blvd, Suite 203

Address

Tampa, FL 33609

City, State & Zip

813-579-1036

Daytime Telephone number

don.davis@remotecarepartners.com

E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the document.**

## RESTATED ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

**ARTICLE I NAME**

The name of the corporation is: Remote Care Partners, Inc. (P19000055030)

**ARTICLE II RESTATED ARTICLES**

The text of the Restated Articles is as follows: Attached - Replacement in Entirety

FILED  
2021 MAR 30 PM 2:45  
CLERK OF STATE  
TALLAHASSEE, FL

**ARTICLE III OFFICERS AND/OR DIRECTORS (optional)**

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change                      PT        John Doe  
  
X Remove                    V        Mike Jones  
  
X Add                        SV        Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3 ) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

**ARTICLE IV AMENDED REGISTERED AGENT (OPTIONAL)**

The **name and Florida street address** (P.O. Box NOT acceptable) of the registered agent is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

*Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity*

\_\_\_\_\_  
Required Signature/Registered Agent

\_\_\_\_\_  
Date

**ARTICLE VI ARTICLE CONSOLIDATION**

These restated articles of incorporation consolidate all amendments into a single document:

**ARTICLE VII REQUIRED ADOPTION INFORMATION**

**Check if applicable:**

☐ The amendment(s) is/are being filed pursuant to s. 607.0120(11)F, F.S.

**The date of each amendment(s) adoption is:** \_\_\_\_\_  
if other than the date this document is signed.

**Adoption of Amendment(s) (CHECK ONE)**

☐ The amendment(s) was/were adopted by the incorporators, or board of director without shareholder action and shareholder action was not required.

☒ The amendment(s) was/were adopted by the shareholders. Then number of votes cast for the amendment(s) by the shareholder was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting group. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s).*

“The number of votes cast for the amendment was/were sufficient for approval by

\_\_\_\_\_  
(voting group)

**ARTICLE VIII EFFECTIVE DATE:**

Effective date, if other than the date of filing:

08/26/2021


(OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than 90 days after the filing.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

*I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.*

Dated: 08/26/2021

Signature: 

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee or other court appointed fiduciary by that fiduciary)

Donald C. Davis

(Typed or printed name of person signing)

Corporate Secretary

(Title of person signing)

## RESTATED ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

ARTICLE I NAME Remote Care Partners, Inc. (P19000055030)  
The name of the corporation is:

**ARTICLE II    RESTATED ARTICLES**

**ARTICLE II RESTATEDARTICLES** Attached - Replacement in Entirety  
The text of the Restated Articles is as follows:

**FIFTH AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
REMOTE CARE PARTNERS, INC.**

Pursuant to Section 607.1007 of the Business Corporation Act of the State of Florida, the undersigned, being the Chief Executive Officer of Remote Care Partners, Inc., a Florida corporation, and desiring to further amend and restate its Articles of Incorporation, does hereby certify:

FIRST: Articles of Incorporation of the Corporation were filed with the Secretary of State of Florida on July 1, 2019, Document No. P19000055030.

SECOND: Further Amended and Restated Articles of Incorporation were filed with and accepted by the Secretary of State of Florida as of August 2, 2021.

THIRD: The Fifth Amended and Restated Articles of Incorporation were adopted by all of the directors and a majority of the holders of the voting stock of the Corporation pursuant to sections 607.0821 and 607.0704 of the Florida Business Corporation Act on August \_\_, 2021. The number of votes cast for the amendment to the Corporation's Articles of Incorporation was sufficient for approval.

FOURTH: The text of the further amended Articles of Incorporation are hereby amended and restated as herein set forth in full and shall supersede the Further Amended and Restated Articles of Incorporation and any/all other Amendments.

**I.**

The name of this company is **REMOTE CARE PARTNERS, INC.** (the "**Company**"). The address of the incorporator is 205 South Hoover Blvd, Suite 203, Tampa, FL 33609.

**II.**

The address of the principal office of this Company in the State of Florida is 205 South Hoover Blvd, Suite 203, Tampa, FL 33609. The name and address of the registered agent of this Company in the State of Florida is Donald C. Davis, 205 South Hoover Blvd, Suite 203, Tampa, FL 33609.

**III.**

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Florida Business Corporation Act (the "**FBCA**").

**IV.**



A. The Company is authorized to issue two classes of stock to be designated, respectively, "**Common Stock**" and "**Preferred Stock**." The total number of shares which the Company is authorized to issue is 15,000,000 shares of Common Stock, \$0.01 par value per share (the "**Common Stock**") and 5,000,000 shares of Preferred Stock, \$0.01 par value per share (the "**Preferred Stock**") of which 1,152,500 shares of the authorized Preferred Stock of the Company are hereby designated "**Series A Preferred Stock**," 974,000 shares of the authorized Preferred Stock of the Company are hereby designated "**Series B Preferred Stock**," and 825,000 shares of the authorized Preferred Stock of the Company are hereby designated "**Series C Preferred Stock**," with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations.

B. Irrespective of any contrary provisions contained in the FBCA, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if converted to Common Stock basis) (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of these Amended and Restated Articles of Incorporation (these "**Articles**")).

C. The rights, preferences, privileges, restrictions and other matters relating to the Preferred Stock are as follows:

#### **1. VOTING RIGHTS.**

(a) **General Rights.** Each holder of shares of the Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted (pursuant to Section 3 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock, except that the holders of the Preferred Stock shall not be entitled to vote in connection with any election for or removal of directors elected pursuant to the provisions of Section 1(b)(ii) below, and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Preferred Stock shall vote together with the Common Stock at any annual or special meeting of the shareholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

#### **(b) Election of Board of Directors.**

(i) For so long as any shares of Preferred Stock remain outstanding, the holders of Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board (the "**Preferred Stock Designee**") at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director; and

(ii) The holders of Common Stock, voting as a separate class, shall be entitled to elect four (4) members of the Board, one of whom shall be the then-current Chief Executive Officer of the Company (the "**CEO**"), at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director.

## **2. LIQUIDATION, DISSOLUTION OR WINDING UP.**

(a) **Preferential Payments to Holders of Preferred Stock.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, in each case on a *pari passu* basis and before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the applicable Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 3 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Company or Deemed Liquidation Event, the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this Section 2(a), the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. "**Available Proceeds**" shall mean the consideration received by the Company for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Company), together with any other assets of the Company available for distribution to its stockholders, all to the extent permitted by Florida law governing distributions to stockholders.

(b) **Distribution of Remaining Assets.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, after the payment in full of all Liquidation Amount required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Company available for distribution to its stockholders or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Preferred Stock pursuant to Section 2(a) or the remaining Available Proceeds, as the case may be, shall be

distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

### 3. <sup>1</sup>EFFECTING A DEEMED LIQUIDATION EVENT.

(a) Each of the following events shall be deemed to be a liquidation of the Company (a "**Deemed Liquidation Event**"), unless the holders of at least a majority of the shares of capital stock outstanding elect otherwise by written notice given to the Company at least five (5) days prior to the effective date of any such event:

(i) a merger or consolidation in which

(A) the Company is a constituent party, or

(B) a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a subsidiary in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(ii) (A) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all of the assets of the Company and its subsidiaries taken as a whole or (B) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer or other disposition is to a wholly owned subsidiary of the Company.

(b) In any Deemed Liquidation Event, (i) if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board, on the date such determination is made; provided, however, that any publicly-traded securities to be distributed to shareholders will be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30)-day period ending three (3) calendar days prior to the closing; and

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<sup>1</sup> [NTD: Numbers to be updated.]

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the thirty (30)-day period ending three (3) calendar days prior to the closing.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in Sections 2(c)(i)(A) and (B) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

(c) Notwithstanding anything to the contrary in this Section 2, if the definitive transaction documents for a Deemed Liquidation Event provide for a different method of valuation, the method of valuation set forth in such documents shall control.

### **3. CONVERSION RIGHTS.**

The holders of the Preferred Stock shall have the following rights with respect to the conversion of the Preferred Stock into shares of Common Stock (the "**Conversion Rights**"):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 3, any shares of Preferred Stock may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the applicable conversion rate for each series of Preferred Stock (determined as provided in Section 3(b)(i) and Section 3(b)(ii)) by the number of shares of Preferred Stock being converted.

#### **(b) Preferred Stock Conversion Rates**

(i) **Series A Preferred Conversion Rate.** As used herein, the "**Series A Preferred Original Issue Price**" shall mean \$2.00 per share of Series A Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The conversion rate in effect at any time for conversion of the Series A Preferred Stock (the "**Series A Preferred Conversion Rate**") shall be the quotient obtained by dividing the Series A Preferred Original Issue Price by the "**Series A Preferred Conversion Price**", calculated as provided in Section 3(c)(i).

(ii) **Series B Preferred Conversion Rate.** As used herein, the "**Series B Preferred Original Issue Price**" shall mean \$4.00 per share of Series B Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The conversion rate in effect at any time for conversion of the Series B Preferred Stock (the "**Series B Preferred Conversion Rate**") shall be the quotient obtained by dividing the Series B Preferred Original Issue Price by the "**Series B Preferred Conversion Price**", calculated as provided in Section 3(c)(ii).

(iii) **Series C Preferred Conversion Rate.** As used herein, the "**Series C Preferred Original Issue Price**" shall mean \$8.00 per share of Series C Preferred Stock

(as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The conversion rate in effect at any time for conversion of the Series C Preferred Stock (the "***Series C Preferred Conversion Rate***") shall be the quotient obtained by dividing the Series C Preferred Original Issue Price by the "***Series C Preferred Conversion Price***", calculated as provided in Section 3(c)(iii).

### **(c) Applicable Preferred Stock Conversion Price**

(i) **Series A Preferred Conversion Price.** The conversion price for the Series A Preferred Stock shall be the Series A Original Issue Price (the "***Series A Preferred Conversion Price***"). Such initial Series A Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 3. All references to the Series A Preferred Conversion Price herein shall mean the Series A Preferred Conversion Price as so adjusted.

(ii) **Series B Preferred Conversion Price.** The conversion price for the Series B Preferred Stock shall be the Series B Original Issue Price (the "***Series B Preferred Conversion Price***"). Such initial Series B Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 3. All references to the Series B Preferred Conversion Price herein shall mean the Series B Preferred Conversion Price as so adjusted.

(iii) **Series C Preferred Conversion Price.** The conversion price for the Series C Preferred Stock shall be the Series C Original Issue Price (the "***Series C Preferred Conversion Price***"). Such initial Series C Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 3. All references to the Series C Preferred Conversion Price herein shall mean the Series C Preferred Conversion Price as so adjusted.

(d) **Mechanics of Conversion.** Each holder of Preferred Stock who desires to convert the same into shares of Common Stock pursuant to this Section 3 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Preferred Stock, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares and class of Preferred Stock being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) at the election of each holder of Preferred Stock in his, her or its sole discretion, in cash or in Common Stock (at the Common Stock's fair market value determined in good faith by the Board as of the date of such conversion) any declared but unpaid dividends on the shares of Preferred Stock being converted and (ii) in cash (at the Common Stock's fair market value determined in good faith by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Preferred Stock. Such conversion shall be deemed to have been made at the close of business on the date of such delivery of the conversion notice and surrender of the certificates representing the shares of Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

**(e) Adjustment for Stock Splits and Combinations.** If at any time or from time to time after the date that the first share of Preferred Stock is issued (the “*Original Issue Date*”) the Company effects a subdivision of the outstanding shares of Common Stock without a corresponding subdivision of the Preferred Stock, the conversion price applicable to each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares, without a corresponding combination of the Preferred Stock, the conversion price applicable to each series of Preferred Stock in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 3(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

**(f) Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution on the Common Stock in Additional Shares of Common Stock without a corresponding dividend or other distribution to holders of Preferred Stock, conversion price applicable to each series of Preferred Stock that are then in effect shall be decreased as of the time of such issuance, as provided below:

(i) The applicable conversion price shall be adjusted by multiplying the applicable price then in effect by a fraction:

(ii) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(iii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(iv) if the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the applicable conversion price for each series of Preferred Stock shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(v) if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the applicable conversion price for each series Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the applicable conversion price of each series of Preferred Stock shall be adjusted pursuant to this Section 3(f) to reflect the actual payment of such dividend or distribution.

**(g) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than a Deemed

Liquidation Event or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 3), then following such recapitalization, reclassification, merger, consolidation or other change, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the shares of that number of shares of Common Stock issuable upon conversion of such share of Preferred Stock immediately prior to such recapitalization, reclassification, merger, consolidation or other change would have been entitled to receive pursuant to such event, subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3 with respect to the rights of the holders of Preferred Stock after the capital reorganization to the end that the provisions of this Section 3 (including adjustment of conversion price of each series of Preferred Stock then in effect and the number of shares issuable upon conversion of the Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

**(h) Certificate of Adjustment.** In each case of an adjustment or readjustment of the conversion price for any series of Preferred Stock for the number of shares of Common Stock or other securities issuable upon conversion of the Preferred Stock, if such Preferred Stock is then convertible pursuant to this Section 3, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of such Preferred at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the conversion prices of the applicable series of Preferred Stock at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Preferred Stock.

**(i) Notices of Record Date.** Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Deemed Liquidation Event or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Preferred at least ten (10) days prior to the record date, if any, specified therein (or if no record date is specified, the date upon which such action is to take effect, or in either case, such shorter period approved by the holders of a majority of the then-outstanding shares of Preferred Stock, voting together as a single class on an as-if converted to Common Stock basis) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Deemed Liquidation Event, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Deemed Liquidation Event, dissolution, liquidation or winding up.

**(j) Automatic Conversion.**

(i) Each share of Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective and applicable conversion rate for each series of Preferred Stock, (A) at any time upon the affirmative election of the holders of a majority of the outstanding shares of the Preferred Stock (voting as a separate class), or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which (i) the market value of the Company in such offering is at least \$20,000,000 (before underwriting discounts, commissions and fees) (calculated by multiplying the price per share of the stock issued in such public offering by the number of outstanding shares of capital stock on an as-if converted to Common Stock basis of the Company immediately prior to the closing of such public offering) (a "**Qualified Public Offering**"). Upon such automatic conversion, any declared but unpaid dividends shall be paid as set forth in Section 3(j)(ii) below.

(ii) Upon the occurrence of either of the events specified in Sections 3(j)(i) (A) or (B) above, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing shares of Preferred Stock are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Preferred Stock, the holders of Preferred Stock shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Preferred Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which such shares of Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred, and any declared but unpaid dividends shall be paid at the election of the holders of a majority of the outstanding shares of Preferred Stock, voting as a separate class, in cash or in Common Stock (at the Common Stock's fair market value, determined in good faith by the Board, as of the date of such conversion).

**(k) Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of the Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined in good faith by the Board) on the date of conversion.

**(l) Reservation of Stock Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock,



solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

**(m) Notices.** Any notice required by the provisions of this Section 3 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified or (ii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

**(n) Payment of Taxes.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Preferred Stock, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered.

**4. REDEMPTION.** Preferred Stock shall not be redeemable.

**5. WAIVER.** Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the Company's then outstanding shares of Preferred Stock.

**6. NOTICES.** Any notice required or permitted by the provisions of this Article Four to be given to a holder of shares of Preferred Stock shall be deemed effectively given: (i) upon personal delivery to the party to be notified or (ii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

**D.** The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

**E.** To the fullest extent permitted by applicable law, the Company shall provide indemnification of, and advancement of expenses to, directors, and is authorized to provide indemnification of, and advancement of expenses to, officers, employees, other agents of the Company and any other persons to which the FBCA permits the Company to provide indemnification.

**F.** Any repeal or modification of this Article IV shall only be prospective and shall not affect the rights under this Article IV in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

V.

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its shareholders or any class thereof, as the case may be, it is further provided that:

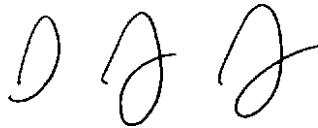
A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in these Articles.

B. The Board is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The shareholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; *provided however*, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by these Articles, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class on an as-if converted to Common Stock basis, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

**IN WITNESS WHEREOF, REMOTE CARE PARTNERS, INC.** has caused these Amended and Restated Articles of Incorporation to be signed by its Chief Executive Officer this 26th day of August, 2021.

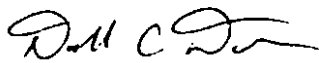
**REMOTE CARE PARTNERS, INC.**

A handwritten signature in black ink, appearing to read 'D G Smith', written over a horizontal line.

By: David G. Smith

Title: Chief Executive Officer

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I certify that I am familiar with and accept the responsibilities of registered agent.

Signature of registered agent:   
Date: August 26, 2021